

Expiration Date \_\_\_\_\_  
 Optional Renewals \_\_\_\_\_  
 Insurance Required \_\_\_\_ Y \_\_\_\_ N  
 Maximum Amt of Contract  
 \$ \_\_\_\_\_  
 Terms \_\_\_\_\_



**DIVISION OF PURCHASING**  
**Two Centennial Plaza**  
**805 Central Avenue, Suite 234**  
**Cincinnati, Ohio 45202-1947**

## AGREEMENT

BETWEEN

**THE CITY OF CINCINNATI**  
**PARTY OF THE FIRST PART**  
**AND**

**Schaffer's Towing, LLC**  
**Party of the Second Part**  
**4270 Harrison Avenue**  
**Cincinnati, Ohio 45211**  
**Phone No. 513-574-9518**  
**Vendor Contact: Jeff Schaffer**

### INSTRUCTIONS FOR EXECUTING AGREEMENT

**CONTRACT:** The agreement must be signed in full by the Contractor as specified below, and the original, together with all copies of same, returned to the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947. One copy will be returned to the Contractor when fully executed by the city. **ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES.**

**CORPORATION:** If a corporation, the agreement must be signed with full name of the corporation, followed by the ***signature of the President, Vice-President, or persons authorized to bind it in the matter.*** Should other than the President or Vice-President sign the agreement, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.

**LLC:** Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

**PARTNERSHIP:** If a partnership, the full name of all the partners composing the same must be given and the agreement signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.  
 Jones-Smith Company, by John Jones, a partner."

**SOLE OWNERSHIP:** If sole ownership, agreement should be signed in the following manner:  
 "John Jones, Sole Owner."

START DATE 10/13/2016

AGREEMENT No. 171A001197

BID No. 171A901197

COMMODITY CLASS No. 96890

#### MATERIAL OR SERVICES

HEAVY TOWING OF CITY  
 VEHICLES

#### REQUIRED FOR

Department Of Public Services

BUYER David Nash/352-3768  
 dn

## GENERAL CONDITIONS AND TERMS OF AGREEMENT

- 1) **General:** The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, Specifications, Plans, Profiles or Drawings applying to the original proposal are made a part of the contract.
- 2) **Definitions:** The term "City" wherever used in the contract shall mean the City of Cincinnati, the party of the first part, acting through its City Manager or his properly authorized agent.

In the event that the contract is entered into in behalf of an independent board or commission, such as the Board of Park Commissioners, Recreation Commission, Board of Health, etc., wherever the term "City" or "City Manager" is used in the contract, conditions, specifications, or bond, it shall mean whatever independent board is concerned, acting through its president or his properly authorized agent.

The term "Contractor" wherever used in the contract shall mean the party of the second part entering into a contract with the City for furnishing materials, supplies, or equipment, or for the performance of the work set forth herein.
- 3) **Infringements and Indemnification:** The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; the Contractor further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the contractor, his servants, or agents.

To this extent the contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City, whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided shall be set forth in the bid document.
- 4) **Default Provisions:** In case of default by the Contractor, the City of Cincinnati may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
- 5) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 6) **Workers' Compensations:** Insofar as Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the bid document.
- 7) **Delivery:** Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.
- 8) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.

The Purchasing Division will continue to issue the exemption certificates upon request.
- 9) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
- 10) **Invoices:** Must be prepared upon the standard invoice of the Contractor.
- 11) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the City when the materials, supplies, equipment or the work performed has been fully delivered or completed to the full satisfaction of the City.
- 12) **Policy of Non-Discrimination:**
  - a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
  - b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.
- 13) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**
- 14) **Amendment:** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- 15) **Entirety:** This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 16) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated contract. Each Entity will issue its own purchasing document based on the contract's pricing.

## ARTICLES OF AGREEMENT

This agreement made and entered into by and between the party of the first part and the party of the second part.

WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

## **ADDITIONAL INFORMATION**

For additional information contact Chris Oser at [chris.oser@cincinnati-oh.gov](mailto:chris.oser@cincinnati-oh.gov).

## **CONTRACTOR REGISTRATION**

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

## **WAIVER OF BID AND PERFORMANCE SURETY**

Bid Surety and Performance Bond requirement for this procurement have been waived in accordance with Sections 321-17 and 321-45 of Ordinance Number 426-1992.

## **REQUISITIONER(S)**

For furnishing during the period of the contract the commodity and/or service listed herein as required by Fleet Services Division from time to time.

## **QUANTITIES AND DURATION**

The quantities listed herein are the City Department(s) or Division(s) listed herein estimated requirements for a twelve (12) month period; however, they shall not govern the actual quantities purchased during the contract period.

It is estimated that on a time proportionate basis the quantities for an optional renewal period will approximate the quantities listed herein; however, they shall not govern the actual quantities purchased during the optional renewal period.

## **CERTIFICATION**

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

## **REQUESTED ITEMS**

The various City Department(s) or Division(s) will purchase on this contract its needs of only the items listed herein in Section 3.

## **ADMINISTRATIVE FEES**

The successful Bidder will remit to the City an Administrative Fee in the amount of one percent (1%) of the total sales from this contract.

The pricing submitted with this proposal shall include the City's Administrative Fee.

**ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.**

A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. Please provide a sample statement document for review.

**DELIVERY**

The services shall be delivered as needed and ordered to Fleet Services Division and miscellaneous City departments.

**CITY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE**

When, in the City's opinion, delivery time of any item becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled.

It is agreed that both options may be taken with no liability to the City.

**SEND INVOICE TO**

Invoices must be submitted on the contractor's standard invoice and mailed to Fleet Services Division, 1115 Bates Avenue, Cincinnati, Ohio 45225.

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

**SPECIFICATIONS**

Shall be in accordance with the Detailed Specifications included herein.

**ADDITIONAL SERVICES**

By mutual agreement of the City and the Contractor additional services may be added to the contract as need arises up to the legal advertising limit.

The Contractor shall submit his quotation for each such additional service. Such quotations shall be subject to the approval of the City Purchasing Agent.

If the Contractor declines to perform the services or if the price quoted for the additional service is not approved by the City, the City shall have the right to contract for the additional services with others.

**ASSIGNMENT OF CONTRACT**

The contractor shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, innovation, takeover or pursuant to any other action, without prior written consent of the City Purchasing Agent. In the event the contractor's business interests are sold, taken over, or ceases to do business in the ordinary course of business under



the conditions of this contract, the City shall be entitled to receive 60 days prior notice of such actions and equitable compensation for any increase in cost or damage sustained as a result of such action.

### **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM REGULATIONS**

All bidders will be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325 regarding Equal Employment Opportunity (EEO).

The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the bid due to the vendor being non responsive.

### **SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS**

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises ("SBEs"). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each SBE or M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE and/or SBE named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified SBEs and/or M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

### **OFFEROR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this bid** and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;

- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, we will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

#### **VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY**

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

#### **INITIAL CONTRACT PERIOD**

The supplies shall be delivered as ordered during the period beginning on the effective date and ending November 30, 2017.

#### **OPTIONAL RENEWAL PERIOD(S)**

At the sole discretion of the City the contract may be renewed for two (2) additional (12) twelve month periods ending November 30, 2019.

These options shall be automatically exercised unless written notice to the contrary is filed with either party no later than thirty days prior to the expiration of the current contract period. Such notice shall be provided in writing no later than 60 days prior to the end of the current contract period.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

#### **TERMINATION**

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this

Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

**INSURANCE**

See Form 160 attached.

**PRICING**

Pricing shall be firm, not subject to change.

Item	Description	Est. Qty.	Unit	Unit Price	Extended Total
1	Towing City-owned, heavy-duty vehicles from various locations in the Cincinnati area to the Fleet Services Division, 1106 Bates Avenue, Cincinnati, Ohio, 45255. Towing Service required 24 hours/day, seven days a week, 365 days a year.	1,000	Hour	\$137.00	\$137,000.00
2	Price for towing regular vehicles (less than 13,000 pounds)	10	Hour	\$105.00	\$1,050.00
3	Price for towing extra heavy-duty vehicles (more than 25,000 pounds)	10	Hour	\$150.00	\$1,500.00

## QUESTIONNAIRE

This questionnaire, required to be completed by the bidder, shall become an obligation to be fulfilled by the successful bidder as part of the contract.

1. NAME OF COMPANY Schaffer's Towing LLC
2. ADDRESS 4270 Harrison Ave. Cincinnati, Ohio 45211
3. PHONE: DAY: 513-574-9518 EVENING: same
4. WRECKER: Year: 2016 Make: Kenworth  
Model: 50 Ton

5. Are you licensed with the City of Cincinnati? Yes X No
6. Is a City of Cincinnati "T" Sticker displayed on the tow truck? Yes X No
7. Please provide the following information:

Name of Truck Operator	Ohio Operator's Number	Number of Traffic Citations Past 12 Months
<u>Justin Schaffer</u>	<u>RR558681</u>	<u>0</u>
<u>Jeff Schaffer</u>	<u>RP231682</u>	<u>0</u>
<u>Harold Vollrath</u>	<u>RU296370</u>	<u>0</u>
<u>Matthew Dixon</u>	<u>RU292161</u>	<u>0</u>
<u>James Schaffer</u>	<u>RQ648810</u>	<u>0</u>

8. List additional wreckers, if any, showing year, make and model:  
2007 Western Star 50 Ton  
1996 Western Star 30 Ton  
2006 Peterbilt 50 Ton  
2007 Peterbilt 25 Ton
9. Bidder is directed to complete the City of Cincinnati Living Wage Affidavit of Compliance form included herein.



**CITY OF CINCINNATI  
LIVING WAGE AFFIDAVIT OF COMPLIANCE**

The undersigned hereby agrees to pay all covered employees, as defined by CMC 317, Living Wage Ordinance (LWO), a living wage of \$15.00 per hour to all employees who work 1,500 hours or more on an annual basis on this specific City contract. Employees who work less than 1,500 hours on an annual basis on this specific City contract will receive \$11.73 per hour to employees who have health care benefits provided by the employer and \$13.23 per hour to employees not provided health care by the employer. A "covered employee" is the person or persons employed by a "covered employer" to perform the specific services which are covered or funded by the contract with the city. Please check the appropriate boxes:

- ☐ All of our employees who have health benefits provided by this company receive an hourly wage that is at least \$11.73 an hour. The employer cost or contribution for family health benefits equals no less than \$1.50 an hour for the average work week of such employees.

Health Care Provider	Plan#
Contact Person	Phone #

- ☐ All of our employees who do not have health benefits provided by this company receive an hourly wage that is at least \$13.23 an hour.
- ☒ All employees who work 1,500 hours or more on an annual basis on this specific City contract receive an hourly wage no less than \$15.00 per hour, regardless of whether they receive health care benefits.
- ☐ We have no employees working on this living wage contract.

<input checked="" type="checkbox"/> Contractor	<input checked="" type="checkbox"/> Subcontractor	Bid/Contract #
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In accordance with Chapter 317-13 (b), LWO, Obligations of Contractors, contractors shall require their subcontractors to comply with the provisions of this chapter.

In accordance with Chapter 317-13(c), LWO, Obligations of Contractors, contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter.

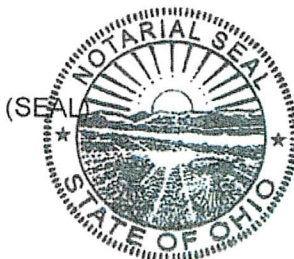
List names of all joint ventures, partners, subcontractors, or others having any right of interest in this contract or the proceeds thereof (attach additional pages if needed). If not applicable, state "NONE."

Name <u>NONE</u>	Name
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**Name of Company** Schaffer's Towing LLC will hereby comply with Chapter 317 of the Cincinnati Municipal Code as stated above.

Print Name <u>Jeff Schaffer</u>	Title <u>owner/member</u>
Signature <u><i>Jeff Schaffer</i></u>	Date <u>09/02/2016</u>

Personally came before me on this 2<sup>nd</sup> day of September, 2016, he/she Jeff Schaffer who acknowledges that he/she executed the foregoing document for the purpose therein contained for and on behalf of said company. In witness whereof, I have hereunto set my hand and official seal.



Jeremy Breeden  
Notary Public, State of Ohio  
My Commission Expires 06-18-2018

*Jeremy Breeden*  
NOTARY PUBLIC SIGNATURE  
Jeremy Breeden  
PRINT NAME  
6-18-18  
My commission expires

## DETAILED SPECIFICATIONS

### 1.1 TIME:

24 hours a day, 7 days a week, 365 days a year

### 1.2 REQUIREMENT:

Tow heavy duty vehicles from 13,000 to 25,000 pounds.

Tow truck operators shall be licensed with the City of Cincinnati and have a "T" sticker displayed on the truck. CDL Licensed tow-truck operators required.

#### 1.2.1 OPTIONAL

Extra heavy duty vehicles shall be defined as vehicles weighing over 25,000 pounds.

Regular vehicles (cars and vans) shall be defined as vehicles weighing up to 12,000 pounds.

### 1.3 DUTIES REQUIRED

Any other towing required by Fleet Services on an hourly basis and agreeable by both parties.

### 1.4 CANCELLATION

The City shall have the right to cancel this contract with ten (10) days written notice.

# CONTRACTORS INSURANCE

## 1. ALL INSURANCE

### 1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

### 1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

## 2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

### 2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

### 2.2 Proof of Carriage

Certificate or Policy

## 3. GENERAL LIABILITY INSURANCE

### 3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

### 3.2 Proof of Carriage

- (a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,
- (b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

Form Purch 160 (Rev. 02/2003)

## 4. OTHER INSURANCE

### 4.1 Coverage Required

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

### 4.2 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

### 4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

## 5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

## BASIC INSURANCE COVERAGE

### General Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Personal Injury	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

### Automobile Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Note: Coverage should include hired and non-owned autos.

### Builders Risk

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.

**EXPENDITURE LIMITATION**

Expenditures under this agreement shall not exceed \$250,000.00 during a 12 month period, nor exceed \$500,000.00 during the entire life of the Agreement. This Agreement shall immediately terminate when either limit is reached.

**TAX EXEMPT (Unless otherwise indicated)****THE CITY OF CINCINNATI**By   
City Purchasing AgentDate 10/13/2016**CONTRACTOR**Schaffer's Towing LLC  
(Print Company Name in full)By Name in Print Jeff SchafferMember / President  
Title





**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

**1435349-0**

**SCHAFFER'S TOWING LLC  
4270 HARRISON AVE  
CINCINNATI, OH 45211-3341**

Period specified below

**07/01/2016 through  
06/30/2017**



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

  
Acting Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

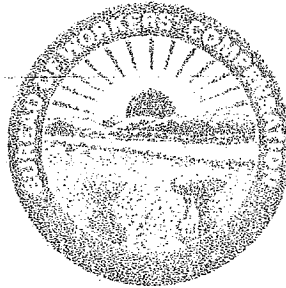
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This certificate must be conspicuously posted.

Policy number and employer  
**1435349-0**

**SCHAFFER'S TOWING LLC  
4270 HARRISON AVE  
CINCINNATI, OH 45211-3341**



Period specified below  
**07/01/2016 through  
06/30/2017**

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

  
Acting Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Scott Fowler PHONE (A/C No. Ext): (513)942-5770 E-MAIL ADDRESS: scott@kresseragency.com FAX (A/C No.): (513)942-5772
Hal Kresser Agency, LLC 3045 Symmes Rd Suite F Hamilton, OH 45015	INSURER(S) AFFORDING COVERAGE INSURER A: Peninsula Insurance Company INSURER B: Hal Kresser Agency INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	NAIC #
Schaffer Towing LLC and Delhi Towing LLC 4270 Harrison Ave Cincinnati, OH 45211	

## COVERAGES

CERTIFICATE NUMBER: 00000000-493699

REVISION NUMBER: 58

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CPM0022960	05/17/2016	05/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		CAM0022960	05/17/2016	05/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers	Y		CPM0022960	05/17/2016	05/17/2017	1,000,000
A	On Hook/Cargo	Y		CPM0022960	05/17/2016	05/17/2017	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cincinnati is added to the policy as additional insured for ongoing and completed operations as well as auto liability.

## CERTIFICATE HOLDER

## CANCELLATION

City Purchasing Agent  
Two Centennial Plaza  
805 Central Ave Suite 234  
Cincinnati, OH 45202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SRF)

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**THE PENINSULA INSURANCE COMPANY****Commercial General Liability Coverage  
Part/Policy****CERTIFICATE OF INSURANCE**

Name and Address of Additional Interest

Named Insured

The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

Schaffer Towing LLC  
Delhi Towing LLC  
4270 Harrison Ave  
Cincinnati OH 45211-3341

☒ **ADDITIONAL INSURED - see reverse side for endorsement**

POLICY PERIOD: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED ABOVE		AGENCY	AGENCY NO.	POLICY NUMBER
05/17/2016 TO 05/17/2017 *		Hal Kresser Agency LLC	8501061	CPM 0022960
LIABILITY LIMITS OF INSURANCE		BI/PD DEDUCTIBLE (If Applicable)	BI DED ONLY (If Applicable)	PD DED ONLY (If Applicable)
\$2,000,000	GENERAL AGGREGATE	Not Applicable		
\$2,000,000	PRODUCTS/COMPLETED			
	OPERATIONS AGGREGATE			
\$1,000,000	PERSONAL INJURY &			
	ADVERTISING INJURY			
\$1,000,000	EACH OCCURRENCE			
\$100,000	DAMAGE TO PREMISES			
	RENTED TO YOU			
\$5,000	MEDICAL EXPENSE			

ENDORSEMENT SUPPLEMENTAL INFORMATION (If Applicable)

**DESIGNATION OF PREMISES/LOCATION OF  
COVERED PROPERTY (If Applicable):**

If you have any questions concerning this policy, please  
contact the agent of record listed below.

Hal Kresser Agency LLC  
3045 F Symmes Rd  
Hamilton OH 45015

(513) 942-5770

**IMPORTANT NOTICE: THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED POLICY OF INSURANCE EXPRESSLY PROVIDES. THIS CERTIFICATE OF INSURANCE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE POLICY REFERENCED IN THIS CERTIFICATE OF INSURANCE.**

**CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

ORIGINAL POLICY OR RENEWAL CERTIFICATE HELD BY NAMED INSURED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION IN  
WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule above if you agreed in a written contract or agreement with such person or organization to provide insurance such as is afforded under this policy. However, the insurance provided by this endorsement only applies with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your operations or premises owned by or rented to you. However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than:
  - a. The coverage you have agreed to provide in the written contract or agreement; or
  - b. The coverage provided by this endorsement.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This person or organization is not an insured with respect to:

1. "Bodily injury" or "property damage":
  - a. Occurring prior to the date the written contract or agreement was executed and in effect;
  - b. After all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of such person or organization at the site or location of the covered operations has been completed; or

- c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**2. "Property damage" to:**

- a. Property owned, occupied or used by;
- b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
- c. "Your work" for,  
such person or organization.

**B.** With respect to the Insurance provided by this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

**8.** The most we will pay under the insurance provided by this endorsement is:

- a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
- b. The applicable Limit of Insurance shown in the Declarations,  
whichever is less.



C. With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

# THE PENINSULA INSURANCE COMPANY

## CERTIFICATE OF INSURANCE

### NAME AND ADDRESS OF ADDITIONAL INTEREST

The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

### NAMED INSURED

Schaffer Towing LLC  
Delhi Towing LLC  
4270 Harrison Ave  
Cincinnati OH 45211-3341

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE ABOVE NAMED INSURED FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY, REGARDLESS OF ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS CERTIFICATE MAY PERTAIN.

☒ **ADDITIONAL INSURED - see reverse side for endorsement**

POLICY NUMBER	POLICY PERIOD: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED ABOVE.
CAM 0022960	05/17/2016 TO 05/17/2017
LIABILITY LIMITS OF INSURANCE "GARAGE OPERATIONS"	\$0 EACH ACCIDENT AGGREGATE

If you have any questions concerning this policy,  
please contact the agent of record listed below:

Hal Kresser Agency LLC  
3045 F Symmes Rd  
Hamilton OH 45015  
513-942-5770

**IMPORTANT NOTICE: THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED POLICY OF INSURANCE EXPRESSLY PROVIDES. THIS CERTIFICATE OF INSURANCE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE POLICY REFERENCED IN THIS CERTIFICATE OF INSURANCE.**

**CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

ORIGINAL POLICY OR RENEWAL CERTIFICATE HELD BY NAMED INSURED.



AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

**With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.**

**This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.**

**This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.**

<b>Endorsement Effective:</b> 10/07/2016	<b>Countersigned By:</b>     <div style="text-align: right;">(Authorized Representative)</div>
<b>Named Insured:</b> Schaffer Towing LLC	

## SCHEDULE

**Name of Person(s) or Organization(s):**  
The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>Hal Kresser Agency, LLC</b> 3045 Symmes Rd Suite F Hamilton, OH 45015	CONTACT NAME: <b>Scott Fowler</b> PHONE (A/C No. Ext): <b>(513)942-5770</b> E-MAIL ADDRESS: <b>scott@kresseragency.com</b> FAX (A/C No): <b>(513)942-5772</b>
INSURED	<b>Schaffer Towing LLC and Delhi Towing LLC</b> 4270 Harrison Ave Cincinnati, OH 45211	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Peninsula Insurance Company</b> INSURER B: <b>Hal Kresser Agency</b> INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00000000-493699

REVISION NUMBER: 58

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPM0022960	05/17/2016	05/17/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		CAM0022960	05/17/2016	05/17/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers	Y		CPM0022960	05/17/2016	05/17/2017	<b>1,000,000</b>
A	On Hook/Cargo	Y		CPM0022960	05/17/2016	05/17/2017	<b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cincinnati is added to the policy as additional insured for ongoing and completed operations as well as auto liability.

## CERTIFICATE HOLDER

## CANCELLATION

City Purchasing Agent  
Two Centennial Plaza  
805 Central Ave Suite 234  
Cincinnati, OH 45202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SRF)

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**THE PENINSULA INSURANCE COMPANY****Commercial General Liability Coverage  
Part/Policy**

Name and Address of Additional Interest

The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

**CERTIFICATE OF INSURANCE**

Named Insured

Schaffer Towing LLC  
Delhi Towing LLC  
4270 Harrison Ave  
Cincinnati OH 45211-3341

☒ **ADDITIONAL INSURED - see reverse side for endorsement**

POLICY PERIOD: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED ABOVE		AGENCY	AGENCY NO.	POLICY NUMBER
05/17/2016 TO 05/17/2017 *		Hal Kresser Agency LLC	8501061	CPM 0022960
LIABILITY LIMITS OF INSURANCE		B/PPD DEDUCTIBLE (If Applicable)	BI DED ONLY (If Applicable)	PD DED ONLY (If Applicable)
\$2,000,000	GENERAL AGGREGATE	Not Applicable		
\$2,000,000	PRODUCTS/COMPLETED OPERATIONS AGGREGATE			
\$1,000,000	PERSONAL INJURY & ADVERTISING INJURY			
\$1,000,000	EACH OCCURRENCE			
\$100,000	DAMAGE TO PREMISES RENTED TO YOU			
\$5,000	MEDICAL EXPENSE			

ENDORSEMENT SUPPLEMENTAL INFORMATION (If Applicable)

**DESIGNATION OF PREMISES/LOCATION OF  
COVERED PROPERTY (If Applicable):**

If you have any questions concerning this policy, please  
contact the agent of record listed below.

Hal Kresser Agency LLC  
3045 F Symmes Rd  
Hamilton OH 45015

(513) 942-5770

**IMPORTANT NOTICE: THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED POLICY OF INSURANCE EXPRESSLY PROVIDES. THIS CERTIFICATE OF INSURANCE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE POLICY REFERENCED IN THIS CERTIFICATE OF INSURANCE.**

**CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

ORIGINAL POLICY OR RENEWAL CERTIFICATE HELD BY NAMED INSURED.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION IN  
WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule above if you agreed in a written contract or agreement with such person or organization to provide insurance such as is afforded under this policy. However, the insurance provided by this endorsement only applies with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your operations or premises owned by or rented to you. However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. The insurance afforded to such additional insured will not be broader than:
    - a. The coverage you have agreed to provide in the written contract or agreement; or
    - b. The coverage provided by this endorsement.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This person or organization is not an insured with respect to:
1. "Bodily injury" or "property damage":
    - a. Occurring prior to the date the written contract or agreement was executed and in effect;
    - b. After all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of such person or organization at the site or location of the covered operations has been completed; or
  - c. After that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2. "Property damage" to:**
- a. Property owned, occupied or used by;
  - b. Property rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by; or
  - c. "Your work" for,  
such person or organization.
- B. With respect to the insurance provided by this endorsement, the following is added to SECTION III - LIMITS OF INSURANCE:**
8. The most we will pay under the insurance provided by this endorsement is:
    - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
    - b. The applicable Limit of Insurance shown in the Declarations,whichever is less.

- C. With respect to the Insurance provided by this endorsement, Paragraph 4. **Other Insurance** as found under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Coverage A to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

# THE PENINSULA INSURANCE COMPANY

## CERTIFICATE OF INSURANCE

### NAME AND ADDRESS OF ADDITIONAL INTEREST

The City of Cincinnati, City  
Purchasing Ag, Two Centennial  
Pl, 805 Central Ave Ste 234  
Cincinnati OH 45202-1972

### NAMED INSURED

Schaffer Towing LLC  
Delhi Towing LLC  
4270 Harrison Ave  
Cincinnati OH 45211-3341

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE ABOVE NAMED INSURED FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY, REGARDLESS OF ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT TO WHICH THIS CERTIFICATE MAY PERTAIN.

☒ **ADDITIONAL INSURED - see reverse side for endorsement**

POLICY NUMBER	POLICY PERIOD: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED ABOVE.
CAM0022960	05/17/2016 TO 05/17/2017
LIABILITY LIMITS OF INSURANCE "GARAGE OPERATIONS"	\$0 EACH ACCIDENT AGGREGATE

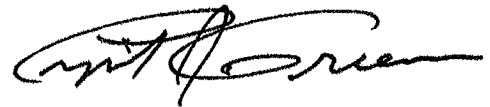
If you have any questions concerning this policy,  
please contact the agent of record listed below:

Hal Kresser Agency LLC  
3045 F Symmes Rd  
Hamilton OH 45015  
513-942-5770

**IMPORTANT NOTICE: THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY. IT CONFERS NO RIGHTS UPON THE THIRD PARTY REQUESTING THE CERTIFICATE BEYOND WHAT THE REFERENCED POLICY OF INSURANCE EXPRESSLY PROVIDES. THIS CERTIFICATE OF INSURANCE DOES NOT EXTEND, AMEND, OR ALTER THE COVERAGE, TERMS, EXCLUSIONS, OR CONDITIONS AFFORDED BY THE POLICY REFERENCED IN THIS CERTIFICATE OF INSURANCE.**

**CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

ORIGINAL POLICY OR RENEWAL CERTIFICATE HELD BY NAMED INSURED.



AUTHORIZED REPRESENTATIVE

**DESIGNATED INSURED**

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

**This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.**

<b>Endorsement Effective:</b> 10/07/2016	<b>Countersigned By:</b>
<b>Named Insured:</b> Schaffer Towing LLC	

(Authorized Representative)

## SCHEDULE

<b>Name of Person(s) or Organization(s):</b> The City of Cincinnati, City Purchasing Ag, Two Centennial Pl, 805 Central Ave Ste 234 Cincinnati OH 45202-1972
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Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.